

THE CITY OF ALBUQUERQUE
and
THE ALBUQUERQUE OFFICERS' ASSOCIATION
LOCAL 1888

Effective February 21, 2015 through June 30, 2016

AGREEMENT	1
0. RECITALS.....	1
0.1 Preamble.....	1
0.2 Authority.....	1
0.3 Agreement Control.....	1
0.4 Recognition	1
1. GENERAL LABOR/ MANAGEMENT PROVISIONS	2
1.1 Fair Share/ Agency Fee	2
1.2 Dues Check-Off	3
1.3 Union Rights.....	4
1.4 Employer Rights	6
1.5 Labor Management Meetings.....	6
1.6 Bargaining Unit Information, Accretion.....	7
1.7 Tracking Devices	7
2. PAY PROVISIONS	7
2.1 Salary Schedule	7
2.2 Longevity Pay for Members	8
2.3 Overtime	8
2.4 Compensatory Time.....	12
3. INSURANCE COVERAGE and BENEFITS	12
3.1 Premium Costs.....	12
3.2 Insurance Programs - This section intentionally left blank	12
3.3 Continuation of Health Insurance	12
4. RETIREMENT PLAN.....	12
4.1 NM Public Employees Retirement Association	12
5. VACATION LEAVE.....	12
5.1 Vacation Leave.....	13
5.2 Vacation Leave Accrual Rates	13
6. SICK/ ILLNESS LEAVE	14
6.1 Sick Leave	14
6.2 Sick Leave Conversion.....	15
6.3 Sick Leave Death Benefit	16
6.4 Donation of Sick/ Vacation Leave	16
6.5 Bereavement Leave	17
6.6 Family and Medical Leave Act (FMLA)	17
7. RECOGNIZED HOLIDAYS.....	17
7.1 Paid Holidays	17
7.2 Holiday Pay	18
8. MILITARY LEAVE	18
8.1 Members of Organized Reserve Units.....	18
8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status: ..	19
8.3 Health Insurance Benefits While in Military Active Duty Status:.....	19
8.4 Members of Unorganized Reserve Units.....	20

8.5	General Provisions	21
8.6	Transition Provision	21
9.	OTHER LEAVE WITH PAY	21
9.1	Requests for Paid Leave	21
9.2	Birthday Leave	22
9.3	Blood Donation Leave	22
9.4	Managerial Leave	22
9.5	Administrative Leave	22
9.6	Hardship Leave	22
9.7	Jury Duty	22
9.8	Physical Examinations	22
9.9	Leave to Vote	22
9.10	Definition for Leaves of Absence	22
10.	LEAVE WITHOUT PAY/ LEAVES OF ABSENCE	22
10.1	Absence Without Authorized Leave	22
10.2	Leave Without Pay	22
10.3	Leave of Absence	23
11.	WORK WEEK	23
11.1	FLSA Non-Exempt Employees	23
11.2	FLSA Exempt Employees	23
12.	WORK HOURS	23
12.1	Work Hours, Scheduling	23
12.2	Stand-By Time	24
12.3	Permanent Change in Work Hours	25
12.4	Other Work Hour Provisions	25
13.	WORK ASSIGNMENTS	25
13.1	Working Outside Classification	25
13.2	Light Duty/ Modified Work Assignments	25
13.3	Dead Animal Pickup	26
14.	SENIORITY	26
14.1	Seniority Determination	26
15.	BIDDING and VACANCIES	27
15.1	Shift Bidding	27
15.2	Shift Exchanges	28
16.	UNIFORMS, WORK DRESS	29
17.	OCCUPATIONAL HEALTH and SAFETY	29
17.1	Safe and Healthy Working Conditions	29
17.2	Ambulance Service	30
17.3	Injury Time	31
17.4	Inoculation and Immunization	31
18.	TRAINING, EDUCATION, LICENSURE and CERTIFICATION	31
18.1	In-Service Training and Education	31
18.2	Educational Leave	32
19.	POSITION DESCRIPTIONS and SPECIFICATIONS	32
19.1	Position Specifications	32
20.	PROMOTIONAL PROCEDURES and POLICIES	32
20.1	Vacancies	32
20.2	Temporary Upgrades	33
21.	PERFORMANCE EVALUATIONS and APPRAISALS	33
22.	PERSONNEL FILES and RECORDS	34
22.1	Employee Records	34

23. CONDITIONS of EMPLOYMENT	35
23.1 Drug Testing	35
24. DISCIPLINE and INVESTIGATIONS	35
24.1 Investigations	35
24.2 Disciplinary Actions	35
25. GRIEVANCE and APPEAL PROCEDURES	37
25.1 Grievance Procedure	37
25.2 Grievance Steps	38
26. EMPLOYEE REIMBURSEMENTS	39
26.1 Per Diem and Mileage Reimbursements	39
26.2 Other Employee Reimbursements	39
27. EMPLOYEE LIABILITY COVERAGE.....	39
27.1 Legal Protection/ Civil Actions	39
27.2 Legal Protection/ Criminal Actions	39
27.3 Employee Liability Coverage/ General Provisions	40
28. EMPLOYEE ASSISTANCE PROGRAMS.....	40
28.1 Employee Assistance Program	40
28.2 Critical Incident Stress Debriefing	40
28.3 Burial and Funeral Expenses	41
29. EMPLOYEE VEHICLE USAGE	41
30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION	41
31. FIREARMS.....	41
31.1 Firearms Operating Procedures	41
31.2 Firearms Qualification	41
32. CITY PROVIDED EQUIPMENT and TOOLS.....	41
32.1 Storage of City Equipment	41
32.2 Clothing Allowance	42
33. EMPLOYEE INCENTIVE PROGRAMS	42
33.1 Employee Recognition Program	42
33.2 Sick Leave Incentive Program	42
34. EMPLOYEE PAYROLL DEDUCTIONS	42
35. LAYOFF/ REDUCTION IN FORCE and RECALL	42
35.1 Layoff and Reduction in Force Procedures	42
36. RESIGNATION and RETIREMENT	44
36.1 Resignation	44
36.2 Retirement	44
37. RULES and REGULATIONS	44
38. PRIVATIZATION and CONTRACTING OUT	44
38.1 Contracting for Services	44
39. STRIKES and LOCKOUTS.....	44
40. GENERAL ADMINISTRATIVE PROVISIONS.....	44
40.1 Non-Discrimination	44
40.2 Memoranda of Understanding (MOU)	45
40.3 Complete Agreement /Zipper Clause	45
40.4 Savings Clause	46
40.5 Term of Agreement	46
SIGNATURES.....	46

AGREEMENT

0. RECITALS

0.1 Preamble

0.1.1 The general purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest and in the interest of the employees herein covered and the City of Albuquerque, as Employer; to maintain harmony, cooperation and understanding between the Employer and the Employees in the bargaining unit; and to afford protection of the rights and privileges of all Employees in the bargaining unit and the Employer.

0.1.2 The Employer, the Union and its members agree to work cooperatively to comply with this Agreement and to administer this Agreement in accordance with its terms and provisions to the end of maintaining sound labor relations. The Union staff representatives and Local labor representatives may meet with the Human Resources Department, upon reasonable notice, to prevent, clarify or resolve problems with contract interpretation.

0.2 Authority

0.2.1 This Agreement is hereby made and entered into by and between the City of Albuquerque (hereinafter referred to as Employer) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1888, as representatives of the employees of the Albuquerque Officers Association (AOA) employed by the City of Albuquerque (hereinafter referred to as Local 1888 or Union).

0.3 Agreement Control

0.3.1 This Agreement has been negotiated in accordance and compliance with the Employer's Labor-Management Relations Ordinance and the laws of the State of New Mexico. If there is any conflict between the Agreement and the Labor-Management Relations Ordinance, the Ordinance shall control. If there is any conflict between this Agreement and the Employer's Merit system Ordinance, department standard operating procedures, policies or Personnel Rules and Regulations, this Agreement shall control.

0.4 Recognition

0.4.1 The Employer recognizes AFSCME Council 18, Local 1888 A.O.A., AFL-CIO, as the exclusive bargaining agent for all non-probationary

employees of the City of Albuquerque in the following public safety classifications as defined in the declaration signed by the Chief Administrative Officer and the Chief Public Safety Officer:

0.4.1.1 Department of Municipal Development Security Officers

0.4.1.2 Animal Services Officers

0.4.1.3 Parking Enforcement Officers

0.4.1.4 Transit Security Officers

1. GENERAL LABOR/ MANAGEMENT PROVISIONS

1.1 Fair Share/ Agency Fee

1.1.1 Payment of an agency fee by non-Union Employees has been authorized by Resolution of the Albuquerque City Council, and Resolution requires that any agency fee provision negotiated pursuant to the Resolution comply with all state and federal legal requirements.

1.1.2 Bargaining unit members shall have thirty (30) days to file a challenge to the apportionment of the agency fee.

1.1.3 Any challenge shall be heard by an impartial decision maker.

1.1.4 The amount of the agency fee shall only include costs which arise from the negotiation and administration of the Collective Bargaining Agreement and the adjustment of grievances or prohibited practices charges filed by the A.O.A.

1.1.5 Under no circumstances shall non-Union bargaining unit members be required to contribute towards the A.O.A. social, political or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities.

1.1.6 The A.O.A. has burden at all times to providing that its cost were properly apportioned to the agency fee.

1.1.7 Any portion of the agency fee which specifically challenged shall be held in escrow until resolution of the challenge.

1.1.8 To the extent permitted by law, the A.O.A. will indemnify and hold the City harmless including payment of all attorney fees and costs for counsel chosen by agreement of the parties for any claim or challenge to this section or imposition of an agency fee.

1.1.9 Once the appropriate amount of the agency fee for the previous twelve (12) months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent twelve (12) months.

1.1.10 The City shall make such Fair Share payments deductions for Employees in Local 1888 bargaining unit who do not submit an authorization form for Union dues deduction, as otherwise provided in the Collective Bargaining Agreement.

1.1.11 The City shall make Employee payroll deductions for Fair Share payments upon notification to the non-dues-paying bargaining unit Employee of the amount and reason for such payment.

1.1.12 All money deducted from wages for Fair Share payment shall be remitted to A.O.A. after payday covering the pay period of deduction. If an Employee has insufficient earnings for the pay period, no Fair Share payroll deduction will be made for that Employee for that pay period.

1.2 Dues Check-Off

1.2.1 During the life of this Agreement and upon receipt of a voluntary authorization for dues deduction card, the City will deduct from the pay of each Employee who has executed an authorization card, membership dues levied by the Union in accordance with its constitution and by-laws. The Union will provide dues deduction and termination cards. Termination cards must be signed by the Union President. An Employee wishing to terminate their dues may do so during the first week of January and July.

1.2.2 The City agrees to forward to the Local 1888 Treasurer all dues withheld pursuant to valid authorization cards. Dues withheld will be forwarded to the designated Union Treasurer for each payroll period. The City will be notified in writing as to whom the designated Union Treasurer is by elected Union President.

1.2.3 The Union shall indemnify, defend and save the City harmless against any and all claims, demands suits or other forms of liability that shall arise out of or as a result of any conduct taken by the City for purpose of complying with this section.

1.2.4 Employees may authorize for payroll deduction amounts over the minimum dues levied by the Union by submitting a written voluntary request on an approved form.

1.2.5 Employees promoted to a position outside the bargaining unit will be withdrawn from Local 1888 membership provided the employee notifies the City and the Union in writing.

1.2.6 On request of Local 1888, the employer agrees to furnish the Union a list of bargaining unit members on an annual basis. This list shall include the pay, grade, name, address, phone number, date of hire, classification and work location. The addresses and phone numbers shall be provided and used in accordance with the settlement agreement on this issue between the City and AFSCME.

1.3 Union Rights

1.3.1 The employer agrees that Union Officers, staff representatives, and stewards shall have reasonable access to the premises of the Employer after giving appropriate notice and obtaining approval from management in charge of the specific work area. Such visitations shall be for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the operational requirements of the Employer. The Employer will designate a meeting place or will provide a representative to accompany Union officials where significant security requirements exist. Union staff representatives or local Union representatives may request meetings as needed to prevent, clarify or resolve a problem.

1.3.2 The amount of \$57,000.00 shall be set aside from the three percent (3%) appropriated by the City for salary increases in FY 2015, in order to fund the cost of Union Time for the following AFSCME collective bargaining units: Local 624 (Transit), Local 624 (Blue Collar), Local 1888, and Local 2962 from February 1, 2015 to June 30, 2015. The funds to cover the cost for Union Time shall be replenished in the amount of \$131,000.00 from July 1, 2015 until June 30, 2016, from wages budgeted in FY 2016. Deductions from this pool shall be calculated using the actual burdened wage rate of the union representative using the time (to include employee insurance, PERA, Retiree Health, Employer FICA portion, Life Insurance, Insurance Admin Fee). The Employer shall provide the Union with a monthly accounting of funds disbursed.

The hours spent to perform union business as defined under this section will not count as hours worked for the computation of overtime. Only union representatives identified and authorized by the union in advance are allowed to draw on the pool of union time. Such time will be deducted from the pool at the burdened wage rate. The union shall maintain a current list of authorized union representatives with the City. In extenuating circumstances the parties may authorize the addition of representatives to draw from the pool. An authorized representative shall request the use

1 of Union Time at least a minimum of five business days in advance
2 from their respective department; such requests are subject to approval
3 by their supervisor. Approval shall not be unreasonably denied and
4 shall be denied only in cases of emergency. Where the employer sets
5 a meeting for which Union Time may be used (for pre- determination
6 hearings and grievance hearings), but provides the employee with less
7 than six business days notice, the Employer shall allow the Union to use
8 Union Time for such an event. Where the Employer sets an investigatory
9 meeting for which Union time may be used, 24-hours advanced notice will
10 be provided by the Employer. The Employer shall grant Union Time for
11 Union Representatives to attend these meetings. Parties may waive
12 these deadlines upon mutual agreement.

13 At any time funds allocated for Union Time become exhausted,
14 authorized union representatives may utilize vacation, compensatory time
15 or elect to take leave without pay to conduct union business with the
16 appropriate amount of advanced notice subject to the supervisor's
17 approval.

18
19 For Union Presidents. Union business is defined as business performed
20 by designated union representatives which facilitates the applications of
21 this agreement, assists in employee management matters, resolves
22 conflicts, assists in positive labor/management relations between
23 Employees and the City or which involves matters directly related to
24 representation of the bargaining unit members which are also beneficial
25 to the City of Albuquerque. This shall include preparation for and
26 attendance of pre-determination hearings, grievances, meetings
27 scheduled between the Union and the City, Labor Board filings, and
28 Personnel Board filings. In their absence, Union Presidents may designate
29 persons to use president's time.

30
31 For an authorized union representative designated by the Union
32 President, Union business is defined as attending a predetermination
33 hearing requested by a bargaining unit employee, a grievance hearing
34 when requested by a bargaining unit employee or an arbitration/Labor
35 board hearing, or other matters directly affecting employees represented
36 by the union. Unless otherwise approved by the Human Resources
37 Officer, one (1) steward shall be granted Union time leave with pay for any
38 single hearing. Unless otherwise approved by the Human Resources
39 Director, the steward shall be a bargaining unit employee assigned to the
40 same department to which the affected employee is assigned.

41
42 President's Time for Local 1888. The Union President or his/her designee
43 shall be allowed a total of up to 16 hours per week to perform Union
44 business.

45 1.3.3 Union Steward Appointments. 46

1.3.3.1 The Union shall appoint stewards and provide the employer with a list of such stewards designated by division, shifts or work units. Local 1888 hereby reserves the right to make any changes of Union stewards at any time so long as the affected department within the bargaining unit is informed within a reasonable period of time.

1.3.3.2 The Union will furnish the employer with a list of all Union non-City employee officials who would have reason to visit the work site. All visits will require that the department heads, division heads or shift supervisor involved have prior notification. Access to premises by non-City Employee Union personnel will have prior approval from the director or designee.

1.3.4 Elections and Appointments. The City will notify the Union of elections or appointments to the City's Labor Relations Board and the Personnel Board.

1.3.5 Bulletin Board

1.3.5.1 The Employer will provide and post a secured, four foot by four foot (4'X4') bulletin board in a location mutually agreed upon by the parties for the display of official Union literature, correspondence or notices. The Union will provide a lock for the board and a key for the lock to the director.

1.3.5.2 The bulletin board will not be used to criticize the Union, any of the Union's policies or any of the Union Officers or management. Literature pertaining to management will be given to the director or designee prior to posting.

1.4 Employer Rights

The parties incorporate by reference all rights reserved to the City as set forth in Sections 3-2-5 and 3-2-7 of the City's Labor-Management Relations Ordinance.

1.5 Labor Management Meetings

1.5.1 The Union and the Employer shall conduct Labor-Management meetings at mutually agreed upon times and places.

1.5.2 Labor-Management Committee meetings shall consist of at least two (2) Union representatives in each department. On or off duty time

shall be utilized and will be designated upon mutual agreement prior to a meeting. The Committee shall normally meet on a monthly basis.

1.6 Bargaining Unit Information, Accretion

1.6.1 If the City creates a new job classification that the Union believes should be incorporated into the Union's bargaining unit, the Union may request the opportunity to meet with the City to discuss the Union's intent. If the parties do not agree on the issue, the Union may appeal the issue to the City's Labor Board in accordance with the City's Labor-Management Relations Ordinance and the Labor Board's Rules and Regulations.

1.7 Tracking Devices

1.7.1 The City and the Union agree to meet at least twice a year to review and evaluate the safety, security and effectiveness of all tracking devices used in this bargaining unit.

1.7.2 Both parties agree to meet prior to implementing any new policy in other departments on tracking devices.

2. PAY PROVISIONS

2.1 Pay Schedules

2.1.1 Bargaining unit employees' hourly rate of pay will be increased by 2.86%, effective on the pay period immediately following ratification and signature of the agreement. Should City Council appropriate funds for a general wage increase for FY16, the total bargaining unit shall receive that increase.

2.1.2 Security, Animal Control and Parking Enforcement Officers

Effective
February 21,
2015

STEP	Probation 1	2	3	4	5
GRADE					
J12	8.98	12.78	15.23	15.86	16.49

2.1.3 During the term of this Agreement, the Labor Management Committee shall meet to discuss the feasibility of implementing a

1 “bilingual” pay differential for eligible Employees. At a minimum, the
2 Committee shall study the following issues:

3
4 2.1.3.1 Eligibility requirements

5
6 2.1.3.2 Benefits to the City of a differential

7
8 2.1.3.3 Cost of the differential

9
10 2.1.4 There will be no step increases during the term of this Agreement.

11
12 2.1.5 Employees permanently assigned to the Swing Shift will receive
13 fifteen cents (.15) per hour shift differential pay and twenty cents (.20) per
14 hour shift differential pay for permanent assignment to Graveyard Shift.

15
16 2.1.5.1 Swing and Graveyard Shifts will be defined by each
17 department.

18 19 **2.2 Longevity Pay for Members**

20
21 2.2.1 Employees will receive longevity pay as follows:

<u>Period of Service</u>	<u>Pay Period</u>
5 to 10 years of continuous service	\$28.07
10 to 15 years of continuous service	\$32.69
15 to 20 years of continuous service	\$37.31
Over 20 years of continuous service	\$41.92

22
23
24
25
26
27
28
29 2.2.2 Employees reaching new longevity thresholds during the contract
30 will be paid the rates printed in the contract.

31 32 **2.3 Overtime**

33
34 2.3.1 The City shall prepare, maintain and post up-to-date voluntary lists
35 by seniority order within each department within the bargaining unit. It will
36 be the responsibility of each Employee to provide two (2) current phone
37 numbers for the purposes of being contacted for overtime work.
38 Employees may use pagers or cell phones for their point of contact. In the
39 Security Division, an Employee shall be provided five (5) minutes to
40 respond to the contact prior to the time the supervisor offers the overtime
41 to another employee.

42
43 2.3.2 Each Employee will be allowed to sign up for voluntary overtime
44 during the regular shift bid. The voluntary overtime lists shall remain in
45 effect until the next scheduled shift bid. Names shall not be added after
46 the bid unless the name(s) is approved in writing by the Union President.
47 Names will be ‘penciled in’ by the Employee until new lists are generated.

1
2 2.3.3 There shall be a voluntary list(s) for each shift in each department.
3

4 2.3.4 Employees may sign up for overtime on any and all overtime shift
5 list(s) within their respective department.
6

7 2.3.5 If no Employee on the overtime list is available, involuntary overtime
8 will be required. Involuntary overtime will be assigned in reverse order of
9 seniority from the master seniority list. Officers already on duty will be
10 required to remain on duty until a replacement is obtained. If no
11 replacement is obtained within three hours of the start of the shift, the
12 holdover Officer may be required to work the remainder of the shift.
13

14 2.3.6 When there is ordered overtime, the department will keep a list of
15 Employees contacted during the shift. This will insure to the Employee that
16 was ordered that the department attempted to obtain relief in accordance
17 with Paragraph E of this article. If the Union provides reasonable notice to
18 the Department, a Union request to receive a copy of the list will be
19 honored in a timely manner.
20

21 2.3.7 For the purpose of computing overtime, paid leave will be
22 considered time worked.
23

24 2.3.8 Voluntary overtime will be assigned on straight seniority order.
25 Although the City may determine that it is necessary to assign a second
26 shift to an Officer who is assigned overtime on the Officer's day off, the
27 City shall attempt to avoid this circumstance. An Officer's assignment to a
28 second shift on the Officer's day off shall not be subject to the grievance
29 procedure unless the assignment violates another provision of this
30 Agreement.
31

32 2.3.9 Employees will not work more than sixteen (16) hours straight time
33 except for declared emergency situations.
34

35 2.3.10 Employees called in for an overtime assignment shall receive a
36 minimum of two (2) hours pay at overtime rate. Overtime shall begin at the
37 time the Officer is contacted.
38

39 2.3.11 Employees may request a specific work assignment when working
40 overtime. Management will attempt to accommodate these requests.
41

42 2.3.11.1 City Security Officers and Animal Control Officers on the
43 voluntary overtime list will be allowed to "bump" an officer who is
44 assigned to a post that the Officer requests for overtime.
45

1 2.3.11.2 The parties recognize the Union's right to meet and confer
2 with the City's Chief Administrative Officer and Chief of Public
3 Safety on public safety issues concerning the Union and its
4 members.
5

6 2.3.12 An Employee who accepts voluntary minimum staffing overtime
7 shall have the option of canceling such overtime six (6) hours prior to the
8 start of the overtime assignment except in an emergency situation.
9

10 2.3.13 Captains, lieutenants, sergeants and corporals shall be the only
11 personnel authorized to order overtime. In case of an emergency,
12 captains, lieutenants and sergeants may delegate responsibility for placing
13 calls for overtime to Officers. However, the captains, lieutenants and
14 sergeants ordering the overtime shall be responsible for assuring
15 compliance with the required contractual overtime procedure. Calls for
16 overtime shall be placed from a secure area that is not open to residents
17 or the public.
18

19 2.3.14 This policy is hereby implemented to establish the conditions
20 under which Journal Voucher (JV) Overtime assignments will be offered to
21 Security Officers employed by the City of Albuquerque's Municipal
22 Development Department.
23

24 2.3.14.1 The Department shall communicate to Officers the proper
25 procedure for requesting and accepting JV Overtime assignments.
26

27 2.3.14.2 Officers shall be authorized to apply for and accept JV
28 Overtime assignments for themselves only. An Officer may not
29 apply for or accept a JV Overtime assignment for another Officer.
30

31 2.3.14.3 An Officer who is unable to work a scheduled JV Overtime
32 assignment shall be responsible for finding a replacement Officer
33 and communicating this action to the JV Overtime supervisor. A
34 secondary list containing names and contact numbers of officers
35 wishing to have an opportunity to accept a JV assignment that had
36 been previously assigned will be created and given to all officers
37 covered by the agreement. The officer and his replacement officer
38 shall be held accountable in accordance with § 2.3.14.6, below, if
39 the overtime assignment is not fulfilled by either the officer or the
40 replacement officer.
41

42 2.3.14.4 An Officer who does not comply with this Policy, written or
43 verbal directives related to this Policy or the JV Overtime assigned
44 duties as directed by the Security supervisor will be subject to the
45 JV Overtime Suspension as set forth below.
46

1 2.3.14.5 While assigned to JV Overtime, an Officer shall comply
2 with reasonable requests and directives from Vendor
3 representatives. The assigned Officer shall at all times work
4 cooperatively with Vendor representatives. In the event a conflict
5 arises between the Officer and the Vendor representative, the
6 Officers on duty or the on-site Supervisor will be notified.
7

8 2.3.14.6 An Officer who fails to comply with this Policy, written or
9 verbal directives related to this Policy or the JV Overtime assigned
10 duties shall be subject to the following suspension/disqualification
11 guidelines:
12

13 2.3.14.6.1 First offense: letter of advisement.
14

15 2.3.14.6.2 Second offense within one (1) calendar year of
16 the date of a missed assignment or other infraction: thirty
17 (30) day suspension from JV Overtime eligibility.
18

19 2.3.14.6.3 Third Offense within one (1) calendar year of the
20 date of the first missed assignment or other infraction: six (6)
21 month suspension from JV Overtime eligibility.
22

23 2.3.14.6.4 The Department reserves the right to impose a
24 discipline other than the disciplines or progressive discipline
25 order set forth above if an Officer commits an infraction
26 egregious enough to warrant stronger disciplinary measures.
27

28 2.3.14.6.5 The Department further reserves the right to
29 impose disciplinary measures set forth in the City's Rules
30 and Regulations provided these measures are also imposed
31 in accordance with the City's Merit System Ordinance.
32

33 2.3.14.7 This Policy shall not be interpreted as a commitment from
34 the Department or Vendors who contract to fund JV Overtime with
35 the Department to continue offering JV Overtime to Department
36 employees.
37

38 2.3.14.8 Management reserves the right to review a violation of
39 this policy on a case by case basis and agrees to notify the Union
40 prior to implementing a suspension or removal of an Officer from JV
41 Overtime eligibility.
42

43 2.3.14.9 An Employee's removal from the JV Overtime assignment
44 calling procedure shall not be subject to this Agreement's grievance
45 procedures.
46

1 **2.4 Compensatory Time**

2
3 2.4.1 Compensatory time is hereby established as a pilot project in each
4 department as follows:

5
6 2.4.1.1 Employees who are required to work minimum staffing
7 overtime in excess of their normal forty (40) hour work week may
8 choose one and one-half time payment or one and one-half
9 compensatory time. The Employee must make this choice prior to
10 working the overtime assignment.

11
12 2.4.1.2 Employees will be allowed to accrue a maximum of one
13 hundred twenty (120) hours of compensatory time. Approved
14 compensatory time will be used on a first-in, first-out basis with a
15 maximum retention time of twelve (12) months. Compensatory time
16 not used within twelve (12) months of the time it was accumulated
17 will be cashed out at the Employee's regular hourly rate.

18
19 2.4.2 Employees with accrued compensatory time shall, upon termination,
20 be paid for the unused compensatory time at the Employee's regular
21 hourly rate.
22

23 **3. INSURANCE COVERAGE and BENEFITS**

24
25 **3.1 Premium Costs**

26 3.1.1 The City will pay 80% of the premium for the health insurance plans
27 offered by the City and the employee will pay the remaining 20%.

28
29 3.1.2 The City will pay 80% of the premium for the dental plan offered by
30 the City and the employee will pay the remaining 20%.

31
32 **3.2 Insurance Programs - This section intentionally left blank**

33
34 **3.3 Continuation of Health Insurance - This section intentionally left**
35 **blank**

36 **4. RETIREMENT PLAN**

37
38 **4.1 NM Public Employees Retirement Association**

39
40 4.1.1 The City will continue to pay 9.86% of the employees' PERA
41 statutory contribution.

42 **5. VACATION LEAVE**

5.1 Vacation Leave

5.1.1 During the months of April and October each department will provide for Employees the right to bid for vacation scheduling for the following six (6) months. Available vacation days will be bid in seniority order. A calendar for bidding, identifying vacation slots will be provided for Employees to bid for their vacation. It is required that one (1) Union representative on each shift be identified to assist management with the bidding process. Employees will be allowed to bid in conjunction with their days off and will not be required to bid in blocks of three.

5.1.2 Unscheduled vacation is defined as accrued vacation time which was not scheduled during the bidding period. Such vacation time may be requested on an individual basis for available days on a first-come, first-served basis. These requests will be submitted to the employee's immediate supervisor on a Request for Leave (P-30) form and the request will identify the date and time received. A calendar for bidding, identifying vacation slots will be provided for Employees to bid for their vacation. It is required that one (1) Union representative on each shift be identified to assist management with the bidding process. Employees will be allowed to bid in conjunction with their days off, and will not be required to bid in blocks of three (3).

5.1.3 All excess vacation accruals will be paid to the Employee as monetary compensation at the end of the calendar year, on an hour for hour basis.

5.1.4 Vacation P-30s will be returned to the Employees within forty-eight (48) hours except for months of October and March.

5.1.5 If an Employee is on suspension, injury leave, administrative leave, sick leave or other leave during their scheduled vacation, any other Employee may request such vacation time as unscheduled vacation on a first-come, first-serve basis.

5.1.6 Employees shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

5.1.7 An Employee may use accumulated vacation leave to attend physician appointments provided the Employee provides reasonable notice of the appointment to the Employee's supervisor.

5.2 Vacation Leave Accrual Rates

5.2.1 An Employee shall accrue vacation as follows:

Years of Continuous Service	Regular Work Week	Accrual Rate per Bi-Weekly Pay Period	Maximum Accrual per Year
0 through 4 years	40 hours	3.85 hours	100 hours
5 through 9 years	40 hours	4.62 hours	120 hours
10 through 14 years	40 hours	5.54 hours	144 hours
15 years and more	40 hours	6.16 hours	160 hours

6. SICK/ ILLNESS LEAVE

6.1 Sick Leave

6.1.1 Sick leave: Sick leave shall accrue at the rate of 3.70 hours, bi-weekly. The maximum accumulation is 2000 hours.

6.1.2 Employees who have been absent from work for sick leave on at least three (3) occasions and have missed more than fifty-six (56) hours of personal absence sick leave during the preceding twelve (12) (rolling calendar year) months shall not be granted further personal absence sick leave until their utilization falls below this level. Doctor's certification will only be required after exceeding the fifty-six (56) hour rule or when a pattern of flagrant violations exists. Personal absence sick leave does not include sick leave taken for:

6.1.2.1 Emergency Leave;

6.1.2.2 Hospitalization, out-patient surgical procedure, or serious medical procedures;

6.1.2.3 Leave taken pursuant to the Family Medical Leave Act ("FMLA");

6.1.2.4 Leave taken as a reasonable accommodation pursuant to the American With Disabilities Act (ADA);

6.1.2.5 Serious illness as verified by a physician's statement;

6.1.2.6 Legal quarantine;

6.1.2.7 Childbirth.

Except for flagrant violation, no disciplinary action shall be taken against Employees not in compliance with this subsection.

1
2 6.1.3 All Employee sick leave balances within the preceding nine (9)
3 months from the signing of this contract are to be counted. For every
4 month that no sick leave is taken during the first three (3) months of this
5 contract period, eight (8) hours will be exempted from the total used in the
6 previous nine (9) months.
7

8 6.1.4 Emergency leave: Emergency leave charged to sick leave for up to
9 three (3) days may be requested when the presence of the employee is
10 required by a physician as a result of a serious illness or injury to the
11 Employee's immediate family. The City will allow as many as five (5) days
12 emergency leave per incident.
13

14 15 **6.2 Sick Leave Conversion**

16
17 6.2.1 Conversion of sick leave may be accomplished in the following
18 manner:
19

20 6.2.1.1 Sick leave accumulation over 500 hours may be converted
21 at the rate of (a) three (3) hours of sick leave for one (1) hour's
22 vacation or (b) three (3) hours of sick leave for one (1) hour pay.
23

24 6.2.1.2 Sick leave accumulation over 850 hours may be converted
25 at the rate of (a) two (2) hours sick leave for one (1) hour vacation
26 or (b) two (2) hours of sick leave for one (1) hour pay.
27

28 6.2.1.3 Sick leave accumulation over 1200 hours may be converted
29 at the rate of (a) three (3) hours sick leave for two (2) hours
30 vacation or (b) three (3) hours sick leave for two (2) hours pay.
31

32 6.2.1.4 The Employee must notify the Human Resources
33 Department if he/she wishes to convert at the 500, 850 or 1200
34 hours accumulation.
35

36 **6.2.4 Sick Leave Conversion at Retirement**

37
38 6.2.4.1 Early Retirement Conversion: An Employee with a minimum
39 of ten (10) years of service or who turns sixty (60) years of age,
40 may convert all unused sick leave to early retirement leave. In all
41 cases of early retirement, accumulated sick leave shall be
42 converted to early retirement leave at a ratio of one (1) hour of sick
43 leave for one (1) hour of early retirement leave. The Employee may
44 accrue sick leave up to 2000 hours, may convert accruals up to
45 2000 hours to early retirement.

6.2.4.2 Regular Retirement Conversion: An Employee may convert one hundred percent (100%) of accumulated sick leave to be applied to early retirement leave immediately prior to the effective date of retirement.

6.2.5 Sick Leave Conversion at Termination –**this section intentionally left blank**

6.3 Sick Leave Death Benefit

6.3.1 The City shall pay the designated beneficiary of a deceased Employee the total amount of sick leave accumulated as of the date of the employee's death.

6.4 Donation of Sick/ Vacation Leave

6.4.1 An employee may submit a written request for vacation donation to the employee's immediate supervisor or the Donation Committee. The immediate supervisor or the committee shall decide whether or not to approve the request by considering the Family and Medical Leave Act (FMLA) criteria for serious illness as set forth in the City's Personnel Rules and Regulations. The immediate supervisor or the committee shall have the authority to decide whether or not to approve the request.

6.4.2 If the immediate supervisor rejects the employee's request, the employee may appeal the decision to a Donation Committee comprised of one (1) person appointed by the Union, one (1) person appointed by the Department and a neutral person chosen by the other two (2) appointees. The Union and the Department will exchange lists of pre-approved committee appointees. The neutral shall be chosen from the City's trained panel of mediators. The committee shall meet with the employee or the employee's designee if the employee is unable to attend for good cause and the employee's immediate supervisor or the supervisor's designee if the supervisor is unable to attend for good cause to hear arguments from both individuals pertaining to the request and rejection. The committee shall consider the FMLA criteria as the standard for review of the issue. The committee shall issue a decision on the matter to both parties. The maximum utilization allowed for an employee shall be determined by the committee.

6.4.3 If the committee rejects the employee's request, the employee may appeal the committee's decision to the employee's division manager or the manager's designee. The designee may not be the employee's immediate supervisor or the department's appointee on the committee. The manager or the designee shall issue a decision on the matter that

shall be final and binding. There shall be no further administrative review of the matter, and the issue may not be appealed through this Agreement's Grievance Procedure.

6.4.4 The employee collecting the hours shall be compensated four (4) hours City time.

6.4.5 City-wide vacation and sick leave donations will require Chief Administrative Officer (CAO) approval. The employee collecting the hours will be compensated four (4) hours City time.

6.5 Bereavement Leave

6.5.1 As for death in the immediate family, the immediate family for this purpose shall include the Employee's spouse, children, parents, parents-in-law, grandparents, brother and sister, grandchildren and sons and daughters in law. If travel over 500 miles (one way from Albuquerque) is required for a death or illness in the immediate family, one (1) additional leave day may be granted. Employees may elect to use accrued vacation leave instead of sick leave for "emergency leave;" however, they shall still be subject to the conditions of using "emergency leave."

6.6 Family and Medical Leave Act (FMLA)

6.6.1 Family leave will be provided in accordance with the Family Medical Leave Act. The City will notify the Union in writing of any changes to its policy regarding this type of leave. An Employee may choose to use paid vacation leave prior to using paid sick leave when the Employee has been approved for Family and Medical Leave provided this option is not prohibited by law.

6.6.2 Maternity leave will be administered in accordance with the provisions of the Family Medical Leave Act.

7. RECOGNIZED HOLIDAYS

7.1 Paid Holidays

7.1.1 Legal holiday: Legal holidays for the employees of this unit are as follows:

New Years Day	January 1st
Martin Luther King's Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
The Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th
Employee Birthday	Employee Date of Birth

7.2 Holiday Pay

7.2.1 An Employee may, during the month of December, for the following year, specify in writing to the department head which of the holidays the Employee wishes to take on days other than the dates designated above.

7.2.2 Employees shall receive holiday pay at straight time at their hourly rate of pay for eight (8) hours, for all holidays not worked. In the event that an Employee is required to work on a holiday and does not exercise an option to take a floating holiday, the employee shall be paid holiday pay at the rate mentioned above plus time and one half for all hours worked.

7.2.3 Employees who are required to work on a holiday may designate that holiday a floating holiday. If the Employees elect to exercise this option, they will work the designated legal holiday at straight time pay and may opt to receive either time and one-half off duty or time and one-half pay.

8. MILITARY LEAVE

8.1 Members of Organized Reserve Units

8.1.1 Military Leave of Absence: Employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Services, are granted:

8.1.1.1 The equivalent of fifteen (15) 8-hour work days of paid military leave per calendar year. This leave, while normally used for annual training purposes, may also be used for pre-deployment training or active duty service.

8.1.1.2 The equivalent of an additional fifteen (15) 8-hour work days of paid military leave per calendar year if the employee is mobilized to active duty by the President of the United States in support of operations overseas, in defense of our nation, or in response to national disasters, or in response to an emergency

declared by the Governor of New Mexico. This additional leave may be used for pre-deployment training or active duty service.

8.1.2 The maximum paid military leave is 240 hours per calendar year for employees, who are members of organized reserve units, regardless of the purpose for which that paid military leave is used.

8.1.3 Employees whose military commitment requires leave time in excess of that granted above may elect to: (1) be placed into unpaid military leave of absence status; or (2) to use accrued vacation leave, in whole or in part, during their period of military leave. When an employee has used all available paid military leave and paid vacation leave, that employee will be placed into unpaid military leave of absence status for the balance of their military leave period.

8.2 Vacation and Sick Leave Accruals While in Military Active Duty Status:

8.2.1 Employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters will continue to accrue vacation and sick leave at the same accrual rate as if the employee was not on active military duty during all periods of active military duty, regardless of whether the military leave of absence is paid or unpaid.

8.2.2 This accrual shall continue while the employee is in active military duty status and until the employee returns to City employment, or until the employee notifies the City of their resignation from City employment or their intention not to return to City employment at the end of their active military duty, whichever date is earlier.

8.2.3 Any vacation or sick leave accrual allowed to an employee in active military duty status between September 12, 2001 and October 1, 2004 may not be converted to cash upon the completion of that person's City employment.

8.3 Health Insurance Benefits While in Military Active Duty Status

8.3.1 For employees mobilized to active duty by the President of the United States on or after September 12, 2001 in support of operations overseas, in defense of our nation, or in response to national disasters, the City shall continue to pay the employer portion of health insurance premiums for that employee to the same extent as if that employee were not on active military duty status.

1 8.3.2 The employee in active military duty status must continue to make
2 timely payment of the employee portion of health insurance premiums to
3 the same extent as if that employee were not on active military duty
4 status. Failure to do so will result in termination of health insurance
5 coverage. It is the obligation of the employee on active military duty status
6 to notify the Insurance and Benefits Division of the Human Resources
7 Department how the payments will be made.

8 8.3.3 Provided the employee is and remains current on all required
9 employee contributions to health insurance premiums, the City shall
10 continue to pay the employer portion of health insurance premiums while
11 the employee is in active military duty status and until the employee
12 returns to City employment, or until the employee notifies the City of their
13 resignation from City employment or their intention not to return to City
14 employment at the end of their active military duty, whichever date is
15 earlier

16 17 **8.4 Members of Unorganized Reserve Units**

18
19 8.4.1 Employees who are members of unorganized reserve components,
20 as sanctioned by the State of New Mexico, or the Federal government, are
21 granted:

22
23 8.4.1.1 The equivalent of fifteen (15) 8-hour work days of paid
24 military leave per calendar year. This leave is for the purpose of attending
25 organized courses of instruction or training; and or

26
27 8.4.1.2 The equivalent of fifteen (15) 8-hour work days of paid
28 military leave per calendar year if the employee is mobilized to active duty
29 by the President of the United States in support of operations overseas, in
30 defense of our nation, or in response to national disasters, or in response
31 to an emergency declared by the Governor of New Mexico. This leave
32 may be used only for active duty service.

33
34 8.4.2 The maximum paid military leave is 240 hours per calendar year
35 for employees who are members of unorganized reserve units, regardless
36 of the purpose for which that paid military leave is used.

37
38 8.4.3 Employees whose military commitment requires leave time in
39 excess of that granted above may elect to: (1) be placed into unpaid
40 military leave of absence status; or (2) to use accrued vacation leave, in
41 whole or in part, during their period of military leave. When an employee
42 has used all available paid military leave and paid vacation leave, that
43 employee will be placed into unpaid military leave of absence status for
44 the balance of their military leave period.

1 **8.5 General Provisions**

2
3 8.5.1 In no case shall the hours of paid military leave in a calendar year
4 exceed the maximum number of hours provided above, even though the
5 maximum number of hours is calculated by reference to “work days”.
6

7 8.5.2 All military leave pay is paid at the employee’s straight-time rate of
8 pay.
9

10 8.5.3 Employees working on a part-time basis will be granted paid
11 military leave on a prorated basis.
12

13 **8.6 Transition Provision**

14
15 8.6.1 Any employee who has received paid military leave prior to
16 October 1, 2007 in excess of the maximum amount allowable in any
17 calendar year under the terms of this Agreement shall not be required to
18 reimburse the City for the excess.

19 **9. OTHER LEAVE WITH PAY**

20
21 **9.1 Requests for Paid Leave**

22
23 9.1.1 As a benefit of employment with the City of Albuquerque, leave with
24 pay is available for the following reasons: vacation, sickness, injury,
25 emergencies, City business, jury duty, voting, annual military services and
26 education and leave with pay taken in conjunction with the F.M.L.A. policy.
27

28 9.1.2 Leave with pay may be granted to elected Union Officials to attend
29 meetings where the good of the City’s services is involved, as determined
30 by the Director of Human Resources.
31

32 9.1.3 All requests for leave will be submitted for approval on the City
33 Form P-30 and shall have any necessary documentation attached.
34 Employees desiring to be absent from duty before the necessary forms
35 have been submitted and approved must request approval from the
36 supervisors on duty within a reasonable time prior to the start of their shift.
37

38 9.1.4 Leave with pay may be authorized for an Employee to attend an
39 official meeting where the good of the City services is involved or to
40 conduct the City’s business at a location other than the Employee’s
41 normal work site. Leave with pay will also be granted to Employees where
42 their participation is necessary for official City investigations and for court
43 appearances where the Employee’s attendance is required on behalf of
44 the City.

1
2 **9.2 Birthday Leave – This section intentionally left blank**

3
4 **9.3 Blood Donation Leave – This section intentionally left blank**

5
6 **9.4 Managerial Leave – This section intentionally left blank**

7
8 **9.5 Administrative Leave – This section intentionally left blank**

9
10 **9.6 Hardship Leave – This section intentionally left blank**

11
12 **9.7 Jury Duty – This section intentionally left blank**

13
14 **9.8 Physical Examinations**

15
16 9.8.1 Each employee may utilize one-half (1/2) day paid leave for the
17 purpose of undergoing a physical examination. The leave shall not be
18 deducted from the employee's accumulated paid leave. Medical
19 documentation by the employee will be required.
20

21 **9.9 Leave to Vote**

22
23 9.9.1 Employees who are registered electors shall be granted two (2)
24 hours with pay between the opening and closing of the polls to vote on
25 election days. Department heads must grant this time off for voting if
26 requested by Employees registered to vote.
27

28 9.9.2 This Article will be administered in accordance with applicable state
29 law.
30

31 **9.10 Definition for Leaves of Absence – This section intentionally left**
32 **blank**
33

34 **10. LEAVE WITHOUT PAY/ LEAVES OF ABSENCE**

35
36 **10.1 Absence Without Authorized Leave – This section intentionally left**
37 **blank**

38
39 **10.2 Leave Without Pay**

40
41 10.2.1 All requests for leave without pay require approval of the
42 Department Head or the Department Head's designee. Any request for
43 leave without pay for two (2) weeks or more requires approval of the Chief
44 Administrative Officer.
45

10.2.2 An Employee may be granted leave without pay for a period not to exceed one (1) year as a result of sickness or disability when certified by a medical doctor or to run for non-City office.

10.2.3 Leave without pay may be granted for the purpose of attending schools or courses when it is clearly demonstrated that the subject matter is directly job related or for the purpose of preparing for a career with the City service. Training provided by technical, vocational trade schools and colleges approved by Veterans Administration will be accepted by the City under this subsection.

10.2.4 Sufficient leave of absence without pay may be granted a permanent Employee to enable him to hold a non-City public office to which he has been elected or appointed.

10.2.5 Union officials will be granted one (1) year leave without pay upon request of the Union for the purpose of performing full-time duties for the Union. Such leave will be renewed yearly upon request of the Union.

10.2.6 Union officers may be granted time off from their normal duties without pay to attend conventions, conferences, seminars and Union meetings. If such leave is approved, the Employee may utilize accumulated vacation time and/or compensatory time.

10.3 Leave of Absence – This section intentionally left blank

11. WORK WEEK

11.1 Fair Labor Standards Act (FLSA) Non-Exempt Employees

11.1.1 An Employee's normal work week shall be forty (40) hours per week, eight (8) hours per day, five (5) consecutive days, of eight (8) consecutive hours per week, except for employees presently working ten (10) hours per day, four (4) consecutive days of ten (10) consecutive hours per week.

11.2 FLSA Exempt Employees – This section intentionally left blank

12. WORK HOURS

12.1 Work Hours, Scheduling

12.1.1 Employees working eight (8) or ten (10) hour shifts shall be granted a meal period with pay of thirty (30) minutes. Should a disruption

1 occur, which requires the immediate attention of the Employee, the
2 Employee will respond to the disruption and shall later be allowed to
3 resume his/her meal period.
4

5 12.1.2 A meal period with pay of up to thirty (30) minutes shall be granted
6 to Employees required to work more than two (2) hours beyond the
7 regular shift. Should a disruption occur which requires the immediate
8 attention of the Employee during the Employee's meal period, the
9 Employee will respond to the disruption and shall later be allowed to
10 resume the meal period. An Employee who is not provided the opportunity
11 to take a thirty (30) minute meal period shall receive overtime pay for the
12 thirty (30) minutes.
13

14 12.1.3 Normally, Employees will be allowed to take their fifteen (15)
15 minute rest breaks during each half shift within the second and third hour
16 of each shift. Rest periods may not be accumulated or normally
17 postponed. Should a disruption occur which requires the immediate
18 attention of the Employee during his/her rest period, the Employee will
19 respond to the disruption and shall later be allowed to resume the rest
20 period.
21

22 12.1.4 No Employee will be required to work a split shift.
23

24 12.1.5 No Employee shall be required to work two (2) complete
25 consecutive shifts without an eight (8) hour period off work following the
26 two (2) consecutive shifts worked except in declared emergencies.
27

28 12.1.6 Declared Emergency: A declared emergency is defined as a turn
29 of events which endangers the health and safety of the public and/or
30 Employee. Such an emergency must be declared by the Department
31 Director before each emergency in writing and shall be posted in a
32 conspicuous place.
33

34 **12.2 Stand-By Time** 35

36 12.2.1 Employees who are required to carry a pager but are not otherwise
37 restricted in their movements are "on call." Employees who are notified to
38 remain available by telephone for immediate response are "subject to
39 call." Employees who are required to remain at work site after their regular
40 shift or who are called from off-duty status to report to work are "called to
41 duty."
42

43 12.2.2 Employees who are "subject to call" shall be credited with one (1)
44 hour compensatory time or for one-half the time the Employee is subject
45 to call, whichever is greater. An Employee who is notified that the
46 Employee is subject to call, and had not been told to report or relieved of

subject to call status within four (4) hours, will call to verify the Employee's continued status. Employees who fail to verify their status after four (4) hours will be limited to two (2) hours compensatory time.

12.2.3 Employees who are "called to duty" shall be compensated for time worked. Employees who are "called to duty" from off-duty status shall be compensated for one (1) hour travel time.

12.3 Permanent Change in Work Hours

12.3.1 A permanent change in work hours shall require at least fourteen (14) calendar days notice to the affected Employee. A permanent change in work hours is defined as a change of thirty (30) calendar days or more on a work assignment.

12.3.2 In calculating days notice under this section the day on which notice is given shall not be counted.

12.4 Other Work Hour Provisions

12.4.1 It is recognized that it is the Employee's responsibility to maintain the Employee's equipment in a clean and sanitary condition. Sufficient time will be allotted to perform these duties.

13. WORK ASSIGNMENTS

13.1 Working Outside Classification – This section intentionally left blank

13.2 Light Duty/ Modified Work Assignments

13.2.1 The Employer shall make reasonable efforts to provide Employees covered by this Agreement with opportunities for returning to work on Light-Duty assignments due to temporary medical restrictions while recovering from work related injury or illness.

13.2.1.1 An Employee requesting an early return to work in Light-Duty assignment may request such an assignment with accompanying medical recommendations.

13.2.1.2 An Employee who returns to work on Light Duty assignment shall be paid no less than their last salary.

13.2.2 The A.O.A. and the Employer will identify Light Duty posts.

1 13.2.3 Should the City officially adopt a program for off-the-job injuries
2 over and above the current sick leave policy, the Union will be afforded the
3 opportunity to negotiate on this issue.
4

5 **13.3 Dead Animal Pickup**

6

7 13.3.1 Animal Services Officers will not be required to pick up dead
8 animals. However, when an Officer responds to an injured animal call and
9 finds the animal has just died and has not started to decompose, the
10 Officer will pick up the fresh carcass and bag same into a plastic refuse
11 bag provided by the City for immediate transport to the appropriate
12 location. Animal Services Officers will be issued protective gear to avoid
13 contamination of their uniforms while picking up dead animals.
14

15 13.3.2 Upon request of the Union representatives, the Human Resources
16 Department and the Animal Welfare Department will meet to improve the
17 effectiveness and efficiency of this effort and to explore alternative
18 methods of providing this service to the public.

19 **14. SENIORITY**

20

21 **14.1 Seniority Determination**

22

23 14.1.1 Seniority for the purpose of this Agreement is defined as follows
24 unless otherwise specifically provided for in other Articles of this
25 Agreement.
26

27 14.1.1.1 The length of continuous service with the City of
28 Albuquerque as a full-time permanent Employee obtained in the
29 Employee's present department. Continuous service shall not be
30 interrupted if the Employee was on approved leave of absence.
31

32 14.1.1.2 Employees who voluntarily transfer out of the bargaining
33 unit to accept other positions within City government may return to
34 their former position within thirty (30) days, if their former position
35 remains open without any loss of seniority.
36

37 14.1.2 The Employer shall prepare and maintain a seniority list as defined
38 in this section for Employees in the bargaining unit. This list shall include
39 the Employee's name, the Employee's classification and seniority date. A
40 master seniority roster will be developed for each department. This will be
41 posted in a secure area and updated as changes occur. Copies of the
42 seniority roster will be made available to the Union upon request.
43

1 14.1.3 If the City decides to merge any or all JSO (600004) Employees as
2 one (1) Unit or Department, the determining factor for seniority will be the
3 date of hire in the JSO (600004) series.

4 15. BIDDING and VACANCIES

6 **15.1 Shift Bidding**

8 15.1.1 City security employees will be allowed to bid semi-annually for
9 facility assignments, shift assignments, days off and voluntary overtime, in
10 seniority order, in the Employee's classification. Transit employees shall
11 be allowed to bid semi-annually for shift assignments, days off, and
12 voluntary overtime in seniority order, in the employee's classification.
13 Animal welfare employees will be allowed to bid semi-annually for area
14 assignments, shift assignments, days off and voluntary overtime, in
15 seniority order, in the employee's classification. While every effort will be
16 made to accommodate an Employee's choice of facility assignment, or
17 area assignment, the City has the right to temporarily or permanently
18 reassign an Employee to a facility other than the one bid when justifiable
19 cause such as the efficiency of the City service for reassignment exists, in
20 the opinion of the Department Director or the Director's designee. Bidding
21 will be conducted in the month of April to take effect in May, and in
22 October to take effect in November.

24 15.1.2 Each time an assignment becomes open, it will be posted as
25 vacancy for reassignment as soon as reasonably practicable.

27 15.1.3 Full-time bargaining unit position vacancies shall be posted and
28 offered first to full-time Employees based on seniority.

30 15.1.4 Local 1888 President may appoint up to two (2) Employees from
31 within each department to assist in the development and administration of
32 the bidding process. One (1) Employee will be paid by the department and
33 one (1) Employee will be paid by Local 1888. The Union President will
34 identify in writing to the department which Employee the Union will pay.

36 15.1.5 It is recognized that specific minimum staffing patterns are
37 required. Should the above bidding process fail to provide the staffing
38 pattern required, reassignments which will meet those requirements will
39 be made in reverse seniority order. Once the minimum staffing pattern
40 requirements have been met, the Employee or Employees who were
41 reassigned will have the right to return to their original bid in seniority
42 order. The Union will be given five (5) days advance notice prior to
43 reassignment.

1 15.1.6 The bidding process will be accomplished over a period up to five
2 (5) calendar days. This period may be extended by mutual agreement.

3
4 15.1.7 The parties agree to work together to develop a more efficient
5 bidding process to include bidding for vacation.

6
7 15.1.8 A shift supervisor may permit Employees to mutually agree to
8 exchange bidded slots for hardship reasons. The City and the Union must
9 agree.

10 11 12 **15.2 Shift Exchanges**

13
14 15.2.1 Each department will implement a program providing for the
15 exchange of shifts in the same work units. Employees of equal rank and
16 like qualifications may exchange shifts by notifying, in advance of the work
17 shift, the supervisor designated by the department. The Officer who
18 accepts the responsibility of working another Officer's shift shall do so in
19 writing. In the event an Employee reports off for any reason, the Employee
20 who agreed to work that Employee's shift shall be docked at the rate of
21 time and one-half. The trading of time on holidays shall be allowed. Any
22 exchange of shift agreement shall normally be approved twenty-four (24)
23 hours before the agreement is to be implemented. It is understood that
24 this agreement is solely for trading of shifts and is not intended to change
25 the work week cycle. Nor shall any Employee be removed from this
26 program for any reason other than failing to report for a shift exchange.
27 Employees failing to report for a shift exchange shall not be allowed to
28 participate in the program for sixty (60) days. If the Employee fails for a
29 second time, that Employee shall be excluded for six (6) months. A third
30 failure excludes the Employee for one (1) year.

31
32 15.2.2 Each department shall maintain rules and regulations that
33 implement the provisions of this section to meet Department and
34 Employee needs. Uses of shift exchange include but are not limited to the
35 following:

36
37 15.2.2.1 Vacation

38
39 15.2.2.2 Representing the department in Special Events

40
41 15.2.2.3 Emergency

42
43 15.2.2.4 Personal Leave

44
45 15.2.2.5 Union Business
46

15.2.3 It is understood that the exchange of shift agreements require approval of the supervisor designated by the department.

15.2.4 Employees may not exchange a shift for monetary payment under any circumstances.

16. UNIFORMS, WORK DRESS

16.1 The first badge will be provided by the City at the City's expense. Any misuse of the badge may lead to disciplinary action being taken against the individual who misused his/her badge. Any lost badges will be replaced by the City and the Employee will incur the replacement cost. Badges will remain the property of the City and will be retained by the City in the event of separation of service. Upon retirement, the City will present the Employee with his/her badge.

16.2 Any changes to the Uniform Policy will be done in accordance with this Contract.

17. OCCUPATIONAL HEALTH and SAFETY

17.1 Safe and Healthy Working Conditions

17.1.1 Safety is an integral part of the responsibilities of every manager, supervisor and Employee. Safety management exists to assist managers, supervisors and Employees in better performance of their duties.

17.1.1.1 Employees shall comply with such rules, regulations and practices as may be prescribed for the conduct of Employees in order to provide safe, sanitary and healthful working conditions.

17.1.2 For all Employees covered by this Agreement, the Employer shall:

17.1.2.1 Provide safe and healthy working conditions and practices.

17.1.2.2 Provide safe, healthy and clean work sites and grounds.

17.1.2.3 Provide a safe and secure area for Employee meal and break periods.

17.1.2.4 Maintain in safe working condition all City-owned motor vehicles, tools and equipment

17.1.3 When the security and safety of staff or public is questionable, the two person concept shall be used per Policy and Procedures/SOP.

1 17.1.3.1 The City and management must use its best efforts to
2 provide a safe work environment. A.O.A. and the department heads
3 will work in conjunction to create a safe work environment.
4

5 17.1.3.2 City Security Only: The City shall ensure that officers
6 working special events of two (2) people or more shall be posted a
7 minimum of one-half (1/2) hour prior to the event and a minimum of
8 one-half (1/2) hour post event.
9

10 17.1.4 Union-Management Safety/Security Committees. 11

12 17.1.4.1 It is the responsibility of all bargaining unit members,
13 officials of the Union and managers to contribute to a healthful and
14 safe working environment. In the furtherance of this policy, a joint
15 Union/Management Safety/Security Committee will be established
16 in every department to review safety issues and make
17 recommendations for improvement to the Department Director.
18

19 17.1.4.2 Security is included in this section only as it relates to
20 safety. Members of the Safety/Security Committees will meet at
21 least once per month during working hours without loss of pay. If
22 issues arise requiring immediate attention, the parties may agree to
23 meet on a more frequent basis. If minutes of the committee
24 meetings are kept, such minutes shall be made available to all
25 committee members. Overtime shall not be authorized for
26 committee meetings. Compensatory time and flex-time for
27 committee members may be utilized
28

29 17.1.4.3 Each committee will be composed of two (2) Employees
30 selected by the Union President and two (2) Employees selected by
31 management. The parties may agree to expand membership of
32 these committees on a case by case basis to adequately address
33 issues of concern.
34

35 17.1.4.4 The Safety Committee will not initiate or recommend
36 disciplinary action.
37

38 17.1.4.5 Each committee will adopt guidelines governing the focus
39 of its review.
40

41 17.1.4.6 Concerns regarding the effectiveness of Safety
42 Committees may be addressed at the department level or through
43 the Human Resources Department.
44

45 **17.2 Ambulance Service** 46

1 17.2.1 Ambulance service, as determined by the paramedic called to the
2 scene, shall be requested to take on-duty injured employees to a local
3 hospital at the expense of the City.
4

5 **17.3 Injury Time**

6

7 17.3.1 Time off for injuries in the performance of duty shall be granted in
8 accordance with the provisions of the Merit System Ordinance, applicable
9 Administrative Instructions and applicable Personnel Rules and
10 Regulations.
11

12 17.3.2 Injured or disabled Employees will be accommodated in
13 accordance with the law that is applicable at the time an employee utilizes
14 Workers' Compensation.
15

16 17.3.3 When an Employee is injured in the line of duty and if the
17 Employee's doctor states that the Employee may/may not work light duty
18 and the City Department of Employee Health disagrees, the City and the
19 Employee's doctor will agree on an independent medical examiner at the
20 City's expense. The opinion of the physician performing the independent
21 medical evaluation will control, and the City will make every attempt to
22 place the employee in a light duty position consistent with the findings of
23 the independent medical evaluation.
24

25 17.3.4 After exhausting injury leave benefits, Employees may be eligible
26 to receive donated vacation and sick leave in accordance with the
27 Personnel Rules and Regulations.
28

29 17.3.5 The Union agrees to have two (2) Officers serve on the Mayor's
30 task force on changes to injury time, should a task force be created.
31

32 **17.4 Inoculation and Immunization**

33

34 17.4.1 Employees, while on duty, who are exposed to a contagious
35 disease will receive any necessary inoculation and immunizations for
36 himself/herself and his/her family at the City's expense.
37

38 17.4.2 The City will take appropriate measures, as determined by the City
39 Occupational Health and Safety Division to protect Employees from
40 contagious diseases.

41 **18. TRAINING, EDUCATION, LICENSURE and CERTIFICATION**

42

43 **18.1 In-Service Training and Education**

44

1 18.1.1 Management will provide employee training as necessary to
2 maintain job skills and certifications subject to the availability of funds.
3 Original certificates of completion of a course will be given to employees
4 with a copy being placed in their personnel file
5

6 18.1.2 Specialized training for bargaining unit Employees will be posted
7 for seven (7) calendar days and read in briefing. Copies will be provided to
8 the Union President/designee. Selection will be determined on the job
9 performance, experience, qualifications and fitness. Where all are equal,
10 seniority shall be the deciding factor.
11

12 18.1.3 Upon request of the Union, the Union and the City shall meet to
13 identify areas where additional training will benefit Employees and the
14 City.
15

16 18.1.4 The City will determine when and what training is necessary and
17 such training will be provided subject to the availability of funds.
18

19 18.2 Educational Leave

20
21 18.2.1 Educational Leave shall be granted in accordance with the City's
22 personnel Rules and Regulations.
23

24 19. POSITION DESCRIPTIONS and SPECIFICATIONS

25 26 19.1 Position Specifications

27
28 19.1.1 The official job description for any position will be maintained by
29 the Human Resources Department. The Union and the Employee or the
30 Employee alone may review the job description for the position the
31 Employee holds.
32

33 19.1.2 The Union will be given the opportunity to provide written input to
34 the Human Resources Department, requesting existing job descriptions,
35 changes to job descriptions and new job descriptions.
36

37 19.1.3 Upon request of the Union President or designee, the Union will be
38 provided a copy of job descriptions for positions within their bargaining
39 unit.

40 20. PROMOTIONAL PROCEDURES and POLICIES

41 42 20.1 Vacancies

1 20.1.1 Qualified Employees within the bargaining unit will be given first
2 consideration for filling a vacancy within the bargaining unit, promotions
3 within the bargaining unit, transfer or assignment within the bargaining
4 unit.

5
6 20.1.2 The Employer agrees that when there is a vacancy within a
7 division which could allow an Employee assigned to that unit a
8 promotional opportunity, a notice of such vacancy will be posted on the
9 appropriate bulletin boards for a period of seven (7) days. The Union
10 President will be supplied copies of all circulars.

11
12 20.1.3 The City and the Union will notify and encourage bargaining unit
13 Employees to participate in Career Counseling Programs through the
14 City's Office of Career Development. The Union President will be given
15 written notice of career counseling programs as they become available.

16 17 **20.2 Temporary Upgrades**

18
19 20.2.1 Temporary upgrades are voluntary assignments. Employees who
20 are temporarily upgraded must be qualified, perform the duties and
21 assume the responsibilities of the position.

22
23 20.2.2 Bargaining unit Employees who are temporarily upgraded to
24 supervisory positions are responsible for the documentation of Employee
25 actions which could lead to disciplinary action but will not be required to
26 initiate disciplinary action. Employee action which requires immediate
27 disciplinary action will be initiated by the next level of management
28 personnel on duty.

29
30 20.2.3 The City agrees to discourage frequent assignment of Employees
31 below their regular classification and agrees not to lower an Employee's
32 pay on temporary assignment to lower classifications.

33
34 20.2.4 Temporary upgrades will be documented by the City.

35
36 20.2.5 Every six (6) months the Employer will post a sign-up sheet to
37 allow the Employees to sign up to volunteer for temporary upgrades.

38 **21. PERFORMANCE EVALUATIONS and APPRAISALS**

39
40 21.1 The parties recognize that department directors may choose to
41 implement a systematic performance evaluation system at the level of the
42 department, division, work unit or by Employee classification. For an
43 Employee to be evaluated, performance evaluations will be conducted by
44 the supervisor(s) for all subordinates assigned to the Employee's charge
45 at least annually, but not more than biannually. No evaluation will be made

of any Employee by the employee's immediate supervisor(s) until that Employee has served under the supervisor(s) for at least three (3) months. When this is not possible, evaluations shall be conducted in conjunction with previous supervisor(s) when possible.

21.2 At the Employee's request, negative performance evaluations shall be reviewed up to the department head who may modify, rescind or affirm the evaluation in question. Upon request, the employee shall receive a copy of the evaluation upon signing the document.

21.3 Any deficiencies noted in the performance evaluation shall call for a meeting between the supervisor and the Employee in which the deficiencies and possible corrective action are discussed. The Employee may write down their disagreement with noted deficiencies and have it included with the performance evaluation.

21.4 Evaluations should not include ratings solely reflecting a lack of specialized training normally provided by the City, but not made available to the Employee.

22. PERSONNEL FILES and RECORDS

22.1 Employee Records

22.1.1 A copy of any material pertaining to an Employee's performance or to disciplinary actions to be placed in the employee's personnel files must be presented to the Employee for signature and review.

22.1.2 By arranging an appointment in advance, Employees shall be allowed to review the contents of their departmental personnel file during normal working hours (8:00 am to 5:00 pm). Reasonable requests for copies or documents in the file shall be honored and reasonable charges made for such copies.

22.1.3 Only the personnel file kept in the Human Resources Department will be used for interdepartmental interviews.

22.1.4 Employees shall have the right to submit written responses to all derogatory documents placed in their Human Resources or departmental file within each department. Such written responses will be placed in the appropriate file. Derogatory material may be purged from the Employee's departmental file at the department head's discretion.

22.1.5 Human Resources Departmental files are a permanent record of an Employee's performance with the City of Albuquerque. Such files will not be purged. However, Employees who have been cleared of any

1 charges shall not have reference of any of these charges included in their
2 permanent personnel file.

3
4 22.1.6 It is hereby recognized that, upon written notification by the
5 Employee, the Union will be allowed to view his/her file.

6
7 22.1.7 The Union President or designee may request to meet with the
8 department director to mediate disputes concerning purging of derogatory
9 material from Departmental personnel files.
10

11 23. CONDITIONS of EMPLOYMENT

12 13 **23.1 Drug Testing**

14
15 23.1.1 The City and the Union agree that establishing a drug free
16 workplace is a priority that requires the cooperation of the parties. To that
17 end, the parties will meet with the Substance Abuse Policy Review Board,
18 Human Resources, Risk Management and the Legal Department to
19 discuss problems and possible changes to the current testing procedures.
20 The City will provide necessary training to employees regarding drug
21 testing policies and procedures. The Union will be given the opportunity to
22 provide input to improve the effectiveness of Employee training efforts.

23
24 23.1.2 The City will comply with all applicable Federal, State and City
25 laws.
26

27 24. DISCIPLINE and INVESTIGATIONS

28 29 **24.1 Investigations**

30
31 24.1.1 The parties agree that investigations of disciplinary actions shall be
32 conducted in a manner that affords the Employees involved an
33 environment that is conducive to problem solving. Union concerns over
34 investigations may be initially addressed to the Department Director. It is
35 acknowledged by the parties that it is the responsibility and obligation of
36 the City to investigate charges of employee misconduct.
37

38 24.1.2 The Employee shall have the right to have Union representation
39 during the investigative, pre-determination and grievance process. The
40 parties agree investigations should be completed as quickly as possible.
41 For Security and Animal Services Employees, the investigation shall
42 normally be concluded within a fifteen (15) workday period. The City may
43 extend the investigation beyond the fifteen (15) workday periods provided
44 the City has a compelling reason(s) for the extension. The reason may

1 include, but will not necessarily be limited to, a homicide, riot, narcotics
2 violation or an excessive force case. At any time during the investigation,
3 the Union and/or the affected Employee may request a status report on
4 the investigation. The request shall not be denied. Employees under
5 investigation may be placed on administrative leave with pay during the
6 pendency of the investigation.
7

8 24.1.3 Honest Employee and witness testimony is a central ingredient to
9 the establishment and maintenance of an internal investigation process
10 that is characterized as one that has integrity, efficiency and fairness.
11 Each Employee or witness shall be free from inappropriate interrogatories
12 during any investigation. Each Employee shall provide information that is
13 truthful during an investigation. Upon the completion of the investigation
14 the employee will be notified as to whether the charges were sustained or
15 not sustained.
16

17 24.1.4 If disciplinary action is contemplated following the investigation the
18 employee will be presented with the charges and provided an opportunity
19 to respond to the charges prior to determining whether any disciplinary
20 action will be taken.
21

22 **24.2 Disciplinary Actions**

23

24 24.2.1 A pre-determination hearing shall be convened to determine the
25 facts regarding allegations against an Employee which may result in
26 disciplinary action other than a verbal warning, oral counseling, a letter of
27 instruction or a letter of advisement/caution. The Employee shall have
28 reasonable notice, but not less than four (4) days notice, of the scheduled
29 pre-determination hearing. A pre-determination hearing notice shall list the
30 charges against the Employee and will include all discovery against the
31 Employee. The City shall assure Union access to the Policies and
32 Procedures Manual for the purpose of representing an Employee with a
33 pending pre-determination hearing. Within ninety-six (96) hours of the pre-
34 determination hearing, the Employee will be allowed an opportunity to
35 review all evidence against the Employee. If an Employee is ordered to
36 prepare a written document that describes an incident that eventually
37 leads to an investigation of the Employee's behavior, the Employee, upon
38 request, shall be provided a copy of the letter. The letter shall be provided
39 to the Employee before the Employee is required to submit a written
40 answer to any charges filed against the Employee by the Department.
41

42 24.2.2 If the employer decides to conduct an investigation the employer
43 shall submit a written notification of investigation to the effected employee
44 no later than twenty (20) business days after the employer knew or
45 reasonably should have known of the act for which the investigation is
46 being initiated. For the purposes of this section, the employer is defined

1 as the department director or his or her designee. Any supervisor who
2 knows or reasonably should have known of the act which is being
3 investigated must immediately notify the department director.
4

5 24.2.3 In the event disciplinary action is taken against an Employee other
6 than the issuance of an oral warning, the employer shall promptly furnish
7 the Employee in writing a clear and concise statement of the reasons
8 therefore.
9

10 24.2.4 Nothing in this section shall prevent the Employer from disciplining
11 or discharging Employees for just cause.
12

13 24.2.5 When disciplinary action is to be imposed, progressive discipline
14 will be considered when it appears that the merits of the case would lend
15 itself to this procedure.
16

17 24.2.6 When possible, criticism of Employees and management will be in
18 private, away from the public and other Employees.
19

20 24.2.7 An Employee may propose in writing to management a level of
21 discipline the Employee will accept for an offense prior to management
22 imposing disciplinary action. If management accepts the discipline
23 proposed by the Employee, the issue will be considered settled and the
24 action will not be grieved.

25 25. GRIEVANCE and APPEAL PROCEDURES

26 27 **25.1 Grievance Procedure** 28

29 25.1.1 Nothing in this Agreement shall prevent any Employee from
30 instituting or pursuing any grievance in his/her behalf without the
31 assistance of the Union. The City and the Union agree to work together to
32 make efforts to resolve grievances at the lowest level. The Union must be
33 notified at the filing of all grievances by the Employee.
34

35 25.1.2 The aggrieved Employee may have representation at any time or
36 step in the grievance procedure of disciplinary action.
37

38 25.1.3 As a condition of employment, Employees are required to appear
39 as witnesses in grievance hearings when requested by the aggrieved
40 Employee or by the City. Requests for the appearance of witnesses will be
41 made through the Department of Human Resources. Any Employee called
42 as a witness during working hours shall be paid at the Employee's regular
43 rate. The Employee will be required to return to work when he/she is no
44 longer needed as a witness. Employees called as witnesses during time

1 off shall be paid at straight time for the time spent at the hearing by
2 whichever party is requiring the Employee to appear.

3 4 **25.2 Grievance Steps**

5
6 25.2.1 A grievance shall be defined as an alleged violation of the
7 Agreement.

8
9 25.2.2 Prior to filing a written grievance, an Employee shall informally
10 discuss the grievance with the Department Director or the Director's
11 designee.

12
13 25.2.3 A grievance shall be considered null and void if the grievance is
14 not filed in writing at Step One within ten (10) workdays after the
15 commission or omission of the act that generated the grievance.

16
17 25.2.4 Step One: If the Employee is not satisfied with the results of the
18 informal meeting, the Employee may file a written grievance with the
19 Department Director no later than ten (10) workdays after the commission
20 or omission of the act that generated the grievance. The Department
21 Director or the Director's designee will submit a written response to the
22 grievance to the Employee and the Human Resources Director no later
23 than ten (10) workdays after the Department Director received the
24 grievance. The Department Director shall also send a copy of the
25 response to the Union.

26
27 25.2.5 Step Two: If the Employee is not satisfied with the Department
28 Director's written grievance response, the Employee may appeal the
29 grievance in writing to the Human Resources Director no later than ten
30 (10) working days after receiving the Director's written response. The
31 Employee shall submit a copy of the appeal to the Union and then to the
32 Human Resources Director. The Human Resources Director shall
33 convene a meeting to discuss the grievance within fifteen (15) workdays
34 after receiving the grievance. The Employee may have a Union
35 representative attend the meeting and the Department Director may be
36 represented by a person of the Department Director's choice. No later
37 than ten (10) workdays after the close of the meeting, the Human
38 Resources Director shall issue a written finding to the Employee, the
39 Union and the Department Director.

40
41 25.2.6 If the Union and the Employee are not satisfied with the Human
42 Resources Director's written finding, the Union may appeal the grievance
43 to the City's Labor-Management Relations Board within thirty (30) days
44 after receipt of the findings.

1 25.2.7 The time limits set forth herein shall be considered maximums.
2 The parties may only extend the time limits by executing a written
3 extension. If a grievance is not filed or appealed by the Employee or Union
4 in a timely manner, the grievance shall be considered null and void. If the
5 City does not respond to a grievance in a timely manner, the grievance
6 shall automatically be appealed to the next step.
7

8 26. EMPLOYEE REIMBURSEMENTS

9 10 **26.1 Per Diem and Mileage Reimbursements – This section intentionally** 11 **left blank**

12 13 **26.2 Other Employee Reimbursements**

14
15 26.2.1 Health aids damaged in the line of duty will be repaired or replaced
16 by the City. Replacement of health aids shall be of equal construction for
17 those items damaged or broken.
18

19 26.2.2 Employees' watches damaged in the line of duty will be reimbursed
20 for such damage up to a maximum of forty dollars (\$40.00). A receipt and
21 incident report required.
22

23 27. EMPLOYEE LIABILITY COVERAGE

24 25 **27.1 Legal Protection/ Civil Actions**

26
27 27.1.1 Should an Officer be sued in a civil action for any allegations
28 arising out of the course and scope of the Officer's employment, the
29 Officer will be provided a defense and indemnity from liability pursuant to
30 the requirements of the New Mexico Tort Claims Act, Section 41-4-1 et.
31 Seq. NMSA 1978, as amended, and in accordance with any applicable
32 joint powers agreement.
33

34 **27.2 Legal Protection/ Criminal Actions**

35
36 27.2.1 It is understood by the parties that it is against public policy to
37 defend an Officer in a criminal suit once the Officer is indicted for a
38 criminal act.
39

40 27.2.2 The Union and the Human Resources Department will meet and
41 confer to evaluate possible methods to provide a defense to Employees
42 who are charged by citizens with misdemeanor criminal complaints filed
43 for actions taken in the course and scope of their employment.
44

1 **27.3 Employee Liability Coverage/ General Provisions**

2
3 27.3.1 For purpose of this section and Agreement, the phrase “course
4 and scope of employment” means the lawful acts which an Officer is
5 requested, required or authorized to perform by the City.

6
7 27.3.2 Nothing herein shall bar the use in court of case law and common
8 law in the resolution of any dispute arising out of an interpretation of the
9 New Mexico Tort Claims Act 41-4-1 et. Seq. NMSA 1978.

10
11 27.3.3 It is understood by the parties that a breach of this Agreement
12 shall not, in itself, cause the City to be liable for any punitive damages
13 arising out of any suit to which the Officer is a party.
14

15 **28. EMPLOYEE ASSISTANCE PROGRAMS**

16
17 **28.1 Employee Assistance Program – This section intentionally left blank**

18
19 **28.2 Critical Incident Stress Debriefing**

20
21 28.2.1 Employees who, during the performance of their duties, are
22 seized, detained by force, threatened or are victims of significant battery
23 will be referred to the Employee Assistance Program for evaluation to
24 determine if the Employee can perform the essential functions of the job. If
25 determined that the employee cannot return to duty, the Employee will
26 remain on injury time until the employee has been released to return to
27 duty. It is the intent of this section to ensure adequate care and treatment
28 as well as uninterrupted pay for Employees involved in work related
29 injuries.

30
31 28.2.2 In the event that critical stress incidents including, but not limited
32 to, work peer suicide or work related death of a co-worker occurs,
33 Employees will be referred to the Employee Assistance Program for
34 counseling. These counseling sessions will be kept confidential. The
35 Employer shall provide employees appropriate and adequate critical
36 incident stress debriefing (hereinafter referred to as “CISD”) through the
37 E.A.P.

38
39 28.2.3 The City will notify the Union President or the President’s designee
40 of any serious incident such as a riot, an assault and battery on an
41 employee or a hostage situation that affects an Employee. This
42 commitment shall not be interpreted or implemented in a manner that
43 limits the ability of the City effectively address and resolve the incident
44 Failure by the City to notify the President of the incident may be initially
45 grieved to the Director of Human Resources.

1
2 **28.3 Burial and Funeral Expenses**
3

4 28.3.1 The City agrees to defray funeral and burial expenses of any
5 Employee killed under honorable circumstances in the line of duty to a
6 maximum of nine thousand dollars (\$9,000.00).
7

8 29. EMPLOYEE VEHICLE USAGE – This section intentionally left blank
9

10 30. EMPLOYEE/ EMPLOYER PROVIDED TRANSPORTATION – This section
11 intentionally left blank

12 31. FIREARMS
13

14 **31.1 Firearms Operating Procedures**
15

16 31.1.1 Departments will establish firearms operating procedures and
17 provide training for those employees required to carry firearms. Existing
18 departmental firearms operating and training procedures will be reviewed
19 by the City Legal Department.
20

21 **31.2 Firearms Qualification**
22

23 31.2.1 The City will schedule practice time for each Employee issued a
24 firearm. Sufficient ammunition will be provided at no cost to the Employee.
25

26 31.2.2 Firearms qualifications shall be conducted in accordance with the
27 New Mexico Law Enforcement Academy Guidelines.
28

29 31.2.3 An Employee who fails to qualify on the Employee's first attempt
30 shall be permitted a second opportunity to qualify in accordance with
31 Department Regulations and Procedures.
32

33 32. CITY PROVIDED EQUIPMENT and TOOLS
34

35 **32.1 Storage of City Equipment**
36

37 32.1.1 Storage that provides a reasonable amount of security will be
38 provided for City equipment and Employees will not be required to take
39 equipment home except when the Employee is on standby status.
40

41 32.1.2 Employees who are to take City equipment home will be held
42 responsible for its maintenance and care and replacement in the event it is

1 damaged or lost. A policy addressing the storage of weapons will be
2 established by the department.

3 4 **32.2 Clothing Allowance**

5
6 32.2.1 Each Employee shall receive a clothing and personal properties
7 allowance of six hundred dollars (\$600.00) per year to be paid at the rate
8 of fifty dollars (\$50.00) per month on the first payday of each month.
9 Payments may be prorated on a pay period basis, twenty-six (26) equal
10 payments per year.
11

12 33. EMPLOYEE INCENTIVE PROGRAMS

13 14 **33.1 Employee Recognition Program**

15
16 33.1.1 Committees may be established within each department to review
17 and recommend improvements to existing Employee incentive programs
18 and to propose new programs that will benefit both the City and the
19 Employees.
20

21 33.1.2 If these programs are implemented, awards shall be consistent
22 with the provisions detailed in Section 404 of the City's Personnel
23 Regulations.
24

25 **33.2 Sick Leave Incentive Program**

26
27 33.2.1 Employees who utilize zero (0) hours of sick leave over six (6)
28 consecutive months will be awarded one (1) day of leave in accordance
29 with Council Resolution R-445.
30

31 34. EMPLOYEE PAYROLL DEDUCTIONS - This section intentionally left 32 **blank**

33 34 35. LAYOFF/ REDUCTION IN FORCE and RECALL

35 36 **35.1 Layoff and Reduction in Force Procedures**

37
38 35.1.1 When it is necessary to have a reduction in force, Employees will
39 be laid off in reverse order of seniority within their department.
40

41 35.1.2 In the event of layoff, an Employee will retain seniority in any
42 classification held within this bargaining unit and will be allowed to apply

1 the total length of continuous service within this bargaining unit towards
2 seniority.

3
4 35.1.3 An Employee identified for layoff will be given at least fifteen (15)
5 working days notice.

6
7 35.1.4 The City will provide for Union input prior to any layoff.

8
9 35.1.5 An Employee who is laid off has the responsibility of keeping the
10 City informed as to correct mailing address. An Employee laid off due to a
11 reduction in force will be called back to work in his/her seniority order
12 according to the following procedure:

13
14 35.1.5.1 The City will advise the Employee to be recalled by
15 certified or register US Mail. A copy of such recall notice shall be
16 furnished to the Union.

17
18 35.1.5.2 An Employee upon receiving notice of recall will, within
19 ten (10) working days after receipt of the recall notice, acknowledge
20 receipt by certified or registered mail advising the Human
21 Resources Director of the date he/she will be available for service,
22 which available date must not be later than thirty (30) calendar days
23 from the date the Employee receives the recall notice unless there
24 are extenuating circumstances.

25
26 35.1.5.3 Employees failing to comply with this section will forfeit
27 their recall rights. Failure to report following the receipt of the recall
28 will be considered an automatic resignation. It is understood that
29 the City will have discharged its obligation of notification to laid off
30 Employees by having forwarded the recall notice as herein outlined.

31
32 35.1.6 No new Employees will be hired into the bargaining unit until all
33 laid off qualified Employees have been given an opportunity to return to
34 work.

35
36 35.1.7 Bidding on vacancies while on Layoff-Forced Assignment:
37 Employee who are assigned to a lower grade as a result of reduction in
38 the work force may bid for positions of a higher grade and pay. Should the
39 position bid for carry a grade and pay higher than the forced assignment
40 but lower than the position from which the Employee was initially
41 downgraded, the Employee will retain the recall rights to the Employee's
42 initial position. Should the Employee, while on forced grade and pay be
43 higher than his initial position and the Employee accepts the position, the
44 Employee will relinquish all recall rights to the initial position held prior to
45 the forced assignment.

1 36. RESIGNATION and RETIREMENT

2
3 **36.1 Resignation – This section intentionally left blank**

4
5 **36.2 Retirement**

6
7 36.2.1 Employees should plan to begin processing for retirement at least
8 six (6) months before the projected date of retirement. Assistance may be
9 obtained through the Human Resources Department.

10
11 36.2.2 Employees may convert one hundred percent (100%) of their sick
12 and vacation leave accumulations to cash payment at time of retirement.
13

14 37. RULES and REGULATIONS

15
16 37.1 The Employer hereby agrees that any changes to Rules and
17 Regulations within each department shall not be in direct conflict with
18 Local 1888's existing contract.

19
20 37.2 The Employer agrees to notify Local 1888 in advance and in writing
21 of any proposed changes to Rules and Regulations for review purposes,
22 and to provide input.
23

24 38. PRIVATIZATION and CONTRACTING OUT

25
26 **38.1 Contracting for Services**

27
28 38.1.1 The City agrees that prior to contracting or sub-contracting out
29 bargaining unit positions that the Union will be allowed input on such
30 action and will be given adequate notice.
31

32 39. STRIKES and LOCKOUTS – This section intentionally left blank

33
34 40. GENERAL ADMINISTRATIVE PROVISIONS

35
36 **40.1 Non-Discrimination**

37
38 40.1.1 The Employer and the Union agree that the provisions of this
39 Agreement shall be applied equally to all Employees in compliance with
40 applicable law against discrimination as to age, race, creed, color, religion,
41 national origin, sex, condition of disability, sexual orientation, marital
42 status, veteran status or political affiliation.

1
2 40.1.2 The Employer and the Union agree with the rights of Employees to
3 become or not to become Union members. There shall be no
4 discrimination, interference, restraint or coercion by the Union or the
5 Employer regarding any employee's decision to affiliate or not to affiliate
6 with the collective bargaining Union.
7

8 40.1.3 The Union recognizes its responsibility as the bargaining agent
9 and agrees to represent all employees in the bargaining unit without
10 discrimination, interference, restraint or coercion.
11

12 **40.2 Memoranda of Understanding (MOU)**

13

14 40.2.1 The signatures of the Union President and the Director of Human
15 Resources, as exclusive representatives on Memorandums of
16 Understanding, shall be binding on the parties.
17

18 **40.3 Complete Agreement /Zipper Clause**

19

20 40.3.1 The parties agree that this is the complete and only Agreement
21 between the parties. Each party has negotiated on all issues identified for
22 negotiations and such negotiations have led to this Agreement. No
23 additional negotiations will be conducted on any item, whether contained
24 herein or not, except by mutual agreement of the parties. This Agreement
25 replaces any and all previous agreements between the parties.
26

27 40.3.2 The parties acknowledge that during the negotiations which
28 resulted in this Agreement, each had the unlimited right and opportunity to
29 make demands and proposals with respect to all proper subjects of
30 collective bargaining and that all such subjects have been discussed and
31 negotiated upon and the agreements contained in this Agreement were
32 arrived at after the free exercise of such rights and opportunities;
33 therefore, the Employer and the Union, for the life of this agreement, each
34 voluntarily and unqualifiedly waives the right and each agrees that the
35 other shall not be obligated to bargain collectively, but could if mutually
36 agreed, with respect to any subject matter not specifically referred to or
37 covered in this Agreement, even though such subject or matter may not
38 have been within the knowledge or contemplation of either or both of the
39 parties at the time they negotiated or signed this Agreement.
40

41 40.3.3 Furthermore, it is understood and agreed that Employees have
42 only those contractual rights specifically granted to them by the specific
43 language of this Agreement. Neither the Union nor the Employees have
44 any implied or inferred contractual rights. The Union shall be the exclusive
45 representative for those contractual rights.
46

1 **40.4 Savings Clause**

2
3 40.4.1 Should any part of this Agreement or any provisions contained
4 herein be declared invalid by any tribunal of competent jurisdiction, the
5 validity of the remaining portions shall not be affected.
6

7 40.4.2 Should this occur the parties will immediately meet to negotiate a
8 suitable provision to replace the provision held invalid.
9

10
11 **40.5 Term of Agreement**

12
13 40.5.1 This Agreement shall be effective on the first full pay period
14 following settlement, ratification, and signature by the parties and shall
15 remain in full force through June 30, 2016.
16

17 40.5.2 If neither party to this Agreement requests the opening of
18 negotiations as provided in the City's Labor-Management Relations
19 Ordinance, this Agreement and the conditions herein shall continue in
20 effect for year to year.
21

22 40.5.3 This agreement is enacted in accordance with the provisions of the
23 Labor-Management Relations Ordinance, § 3.2.18 R.O. 2002.
24

25 **SIGNATURES**

26
27 IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of
28 their authorized representatives on this 18TH day of FEBRUARY, 2015.
29

30 CITY OF ALBUQUERQUE

AFSCME Local 1888

31
32
33
34
35 Richard J. Berry, Mayor
36 City of Albuquerque
37
38
39

40
41
42
43
44 Tomas Romero, President
45 AFSCME Local 1888
46
47
48
49
50

Form Reviewed by Legal Department

(Seal)

41
42
43
44
45
46
47
48
49
50
Jenica Jacobi
Interim City Attorney

Maria Y. Garule
City Clerk